

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. Contract ID Code 08	Page 1	Pages 2
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2. AMENDMENT/MODIFICATION NO. 62	3. EFFECTIVE DATE JUL 17 2006	4. REQUISITION/PURCHASE REQ. NO. See Page 1(a)	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	PS33, MGH	7. ADMINISTERED BY (If other than Item 6) CODE	PS33, MGH

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

Edgar F. Sanchez
Ph.: 256-544-0175
Fax: 256-544-9080
Email: Edgar.F.Sanchez@nasa.gov
AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)		(x)	9A. AMENDMENT OF SOLICITATION NO.
Al Signal Research, Inc. 3411 Triana Blvd SW Huntsville, AL 35805			
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS8-02047
			10B. DATED (SEE ITEM 13) 02/15/02
CODE SAP 127909	FACILITY CODE CAGE 004R1		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See page 1(a)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

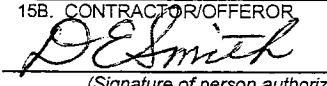
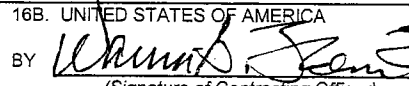
(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Clauses 43.103(a), 52.243-2 Changes-Cost Reimbursement (Alternate II) and the Limitation of Funds Clause
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Negotiated Est. Cost	Prov. Est. Cost	Total Est. Cost	Maximum Incentive Fee	Contract Value	Incentive Fee Available	Incentive Fee Earned	Unearned Incentive Fee	Total Sum Allotted
Previous	\$40,670,756	\$ -0-	\$40,670,756	\$1,769,565	\$42,440,321	\$604,043	\$1,157,689	\$3,220	\$39,159,536
This Mod	\$ 616,584	\$ -0-	\$ 616,584	\$ 45,175	\$ 661,759	\$ 45,175	\$ -0-	\$ -0-	\$ 196,708
New Total	\$41,287,340	\$ -0-	\$41,287,340	\$1,814,740	\$43,102,080	\$649,218	\$1,157,689	\$3,220	\$39,356,244

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) D.E. Smith, General Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Warren G. Jones, Jr, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED July 14, 2006	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED JUL 17 2006

NAS8-02047
Modification No. 62
Page 1(a)

PR	Source of Funds	Amount
4200165666	Office Of Strategic Communications	\$28,237.00
4200164720	Office of Strategic Communications	\$109,291.00
4200160627	Office of Human Capital	\$38,935.00
4200164826	Office of Human Capital	\$20,245.00
	Total	\$196,708.00

The purposes of this modification are to: a) definitize the Contractor's (ASRI) cost growth proposal entitled: "Materials, Training, and Conferences" for Option Year 3 and provide incremental funding in the amount of \$196,708 for Option Period 4 Accordingly, contract NAS8-02047 is modified as follows:

- A. Under Clause B.2, Estimated Cost and Contract Fee, make the following modifications:
- Under paragraph (a) increase the estimated cost for Option Year 3 by \$616,584 from \$6,826,950 to \$7,443,534 and increase the contract fee by \$45,175 from \$310,254 to \$355,429. As such, the overall estimated Total Cost & Fee for Option Year 3 is increased by \$661,759 from \$7,137,204 to \$7,798,963.
 - In addition under paragraph (b), for option period 3 increase "Maximum Available Incentive Fee" for the period of 08/15/05-02/14/06 by \$45,175 from \$161,818 to \$206,993. The total fee being increased for Option Year 3 is \$45,175.
- B. Under Clause B.5, Contract Funding, is modified as follows to reflect the obligation of \$281,613.
- Subparagraph (a) is modified as follows:
 - Increase the funded amount from \$37,499,043 by \$151,533 to \$37,650,576.
 - The funding coverage date is revised from September 22, 2006 to October 13, 2006.
 - Subparagraph (b) is modified as follows:
 - Increase the additional amount obligated under this contract for fee from \$1,660,493 by \$45,175 to \$1,705,668.
 - Subparagraph (c) is modified as follows:
 - Increase "Estimated Cost" from \$37,499,043 by \$151,533 to \$37,650,576.
 - Increase "Provisional Incentive Fee", from \$502,804 by \$45,175 to \$547,979.
 - No revision in "Incentive Fee Earned" from \$1,157,689 by \$0 to \$1,157,689.
 - Increase "Total Sum Allotted" from \$38,159,536 by \$196,708 to \$38,356,244.
- C. The modification(s) made above is reflected in total on the change page(s) enclosed herein. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, Contract NAS8-02047. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

Page(s) Deleted

B-2
B-5

Page(s) Added

B-2
B-5

- D. In recognition of the modifications(s) agreed to herein as complete equitable adjustments for the contractor's "proposal(s) for adjustment" listed below, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment(s) attributable to such facts or circumstances giving rise the "proposal(s) for adjustment."

Contract
Change Identification

Contractor
Proposal Number

Modification No. 62 to Contract
NAS8-02047

Materials, Training, and conferences
Cost Option Year 3 Proposal
submitted under cover letter, dated
May 12, 2006.

- E. All other terms and conditions of contract NAS8-02047 remain unchanged.

Option Yr.3	(A) Mission	02/15/05-2/14/06	\$7,443,534	\$ 0	\$ 0	\$ 355,429	\$7,798,963	Exercised
Option Yr.3	(B) Schedule	02/15/05-2/14/06	\$ 45,095	\$ 0	\$ 0	\$ 8,706	\$ 53,801	Exercised
Option Yr.4	(A) Mission	02/15/06-2/14/07	\$ 8,422,766	\$ 0	\$ 0	\$ 406,521	\$ 8,829,287	Exercised
Option Yr.4	(B) Schedule	02/15/06-2/14/07	\$ 526,846	\$ 0	\$ 0	\$ 31,611	\$ 558,457	Exercised
Total			\$41,287,340	\$ 0	\$ 0	\$1,814,740	\$43,102,080	

(b) The total incentive fee earned during the performance of this contract is as follows:

<u>Contract Year</u>	<u>Schedule</u>	<u>Period Covered</u>	<u>Maximum Available Incentive Fee</u>	<u>Incentive Fee Earned</u>	<u>Unearned Incentive Fee</u>
Base Year	(A) Mission	02/15/02-08/14/02	\$130,065	\$127,464	\$2,601
		08/15/02-02/14/03	\$136,628	\$136,628	\$ -0-
Base Year	(B) IDIQ	02/15/02-08/14/02	\$ -0-	\$ -0-	\$ -0-
		08/15/02-02/14/03	\$15,858	\$15,239	\$619
Option Yr. 1	(A) Mission	02/15/03-08/14/03	\$139,652	\$139,652	\$ -0-
		08/15/03-02/14/04	\$204,102	\$204,102	\$ -0-
Option Yr. 1	(B) IDIQ	02/15/03-08/14/03	\$ -0-	\$ -0-	\$ -0-
		08/15/03-02/14/04	\$ 2,363	\$ 2,363	\$ -0-
Option Yr. 2	(A) Mission	02/15/04-08/14/04	\$174,036	\$174,036	\$ -0-
		08/15/04-02/14/05	\$192,949	\$192,949	\$ -0-
Option Yr. 2	(B) IDIQ	02/15/04-08/14/04	\$ 7,062	\$ 7,062	\$ -0-
		08/15/04-02/14/05	\$ 9,758	\$ 9,758	\$ -0-
Option Yr. 3	(A) Mission	02/15/05-08/14/05	\$148,436	\$148,436	\$ -0-
		08/15/05-02/14/06	\$206,993	\$ -0-	\$ -0-
Option Yr. 3	(B) IDIQ	02/15/05-08/14/05	\$ -0-	\$ -0-	\$ -0-
		08/15/05-02/14/06	\$ 8,706	\$ -0-	\$ -0-
Option Yr. 4	(A) Mission	02/15/06-08/14/06	\$203,260	\$ -0-	Unearned
		08/15/06-02/14/07	\$203,261	\$ -0-	Unearned
Option Yr. 4	(B) IDIQ	02/15/06-08/14/06	\$ 15,805	\$ -0-	Unearned
		08/15/06-02/14/07	\$ 15,806	\$ -0-	Unearned
Total			\$1,814,740	\$1,157,689	\$3,220

(End of clause)

B.3 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) SCHEDULE AND ORDERING PROCEDURES

(a) The Government requires the performance of the effort within the quantities set forth in paragraph (b) below on an IDIQ basis during the performance of this contract. These services will be ordered through the issuance of Task Orders (see Clause G.4), individually priced, and shall contain separate schedule and cost incentives to be used to evaluate performance and determine the amount of fee earned. The IDIQ schedule will be used for tasks with an estimated value of \$25,000 or greater per task as described in section 11.0 of the PWS.

(b) In the event that the Government does not order the "minimum quantity" specified below during the applicable contract year, the Government's maximum obligation under this

available for the applicable contract year. In the event that the actual incentive fee earned is less than the provisional payment made, the Contractor shall submit to the Government, a credit voucher for the amount of such overpayment. At the Contracting Officer's discretion, should the determined estimate-at-completion (EAC) exceed the total contract value, provisional payment of cost incentive fee may be reduced or terminated.

(c) The Contracting Officer is the determining official for the amount of incentive fee that is earned.

(End of clause)

B.5 CONTRACT FUNDING (1852.232-91 (JUN 1990))

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$37,650,576. This allotment is for the Human Capital Office and Strategic Communication Office Support Services and covers the following estimated period of performance: February 15, 2002 through October 13, 2006.

(b) An additional amount of \$1,705,668 is obligated under this contract for payment of fee.

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	\$37,499,043	\$ 151,533	\$ 37,650,576
Provisional Incentive Fee	\$ 502,804	\$ 45,175	\$ 547,979
Incentive Fee Earned	\$ <u>1,157,689</u>	\$ <u>0</u>	\$ <u>1,157,689</u>
Total Sum Allotted	\$38,159,536	\$ 196,689	\$39,356,244

(End of clause)

B.6 PREMIUM FOR SCHEDULED OVERTIME (MSFC 52.222-93) (AUG 1988)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

<u>Period</u>	<u>Amount</u>
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